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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

EPIC GAMES, INC.

Plaintiff, Counter-defendant
v.
APPLE INC.,
Defendant, Counterclaimant

Case No. 4:20-cv-05640-YGR

**DECLARATION OF MARK ROLLINS IN
SUPPORT OF APPLE INC.'S MOTION
FOR ENTRY OF JUDGMENT ON ITS
INDEMNIFICATION COUNTERCLAIM**

The Honorable Yvonne Gonzalez Rogers

**REDACTED VERSION OF DOCUMENTS
SOUGHT TO BE SEALED**

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1 I, Mark Rollins, declare:

2 1. I am a Senior Financial Manager and the Finance Controller for Legal and Global Security
3 (“LGS”) at Apple Inc. (“Apple”). I joined the company in November of 2019 and have consistently
4 worked with Apple’s litigation teams while at Apple as a finance manager.

5 2. In my current position, I oversee all LGS budgets and expenses. In this capacity, I am familiar
6 with the process by which Apple reviews and approves vendor budgets and invoices pertaining to a
7 variety of types of litigation in a variety of jurisdictions. This includes expenses related to the *Epic*
8 litigation.

9 3. I make this declaration in support of Apple’s Motion for Entry of Judgment on its Indemnification
10 Counterclaim (the “Motion”) and Apple’s Administrative Motion to Seal (the “Motion to Seal”). I have
11 personal knowledge of the facts set forth herein. If called as a witness, I could and would competently
12 testify to the matters stated herein.

13 **I. APPLE’S PRACTICES FOR SCRUTINIZING LAW FIRM AND VENDOR INVOICES**

14 4. Apple is involved in litigations in a wide variety of subject areas and jurisdictions, and its cases
15 vary substantially in terms of the degree of complexity and exposure to liability. Apple regularly retains
16 outside counsel to represent its interests.

17 5. Apple is a consumer of legal services, and it is diligent in managing the costs and fees associated
18 with litigation including attorneys’ fees and other related expenses. Apple keeps costs as low as possible
19 by negotiating for discounts and lower fees and requiring law firms to submit budgets and then holding
20 them accountable to those budgets.

21 6. Apple has written policies and guidelines for vendor billing, which impose standards and
22 requirements for all vendors in terms of rates, budgeting, billing, invoicing, and staffing. At the outset,
23 it is Apple’s standard practice with all vendors, including attorneys and law firms, [REDACTED]

24 [REDACTED] negotiate a discount of the vendor’s standard rates. Apple further
25 requires that [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 8. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 9. [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 10. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 11. Apple uses [REDACTED] for billing management and invoicing.
21 12. [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 13. Apple's policies also include requirements for how invoices are written and submitted. [REDACTED]
5 [REDACTED] [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 14. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 15. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 16. Apple has several other written policies in addition to those that govern billing, some of which
17 specifically govern law firm vendors and their work with Apple. Apple also has [REDACTED]
18 [REDACTED]
19 17. In carrying out and enforcing these written policies, and in ensuring that vendors adhere to them,
20 Apple [REDACTED].
21 18. [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 19. [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 20. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 21. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 22. [REDACTED]

18 [REDACTED] Apple pays only bills that are reasonable.

19 23. I can confirm that Apple adheres to these processes and closely reviews bills before paying them.

20 24. I can attest that all of these procedures were in place during the *Epic* litigation, and that all
21 vendors were subject to Apple's standard or modified policies, [REDACTED]

22 [REDACTED]. I can also attest that Apple paid all bills in the *Epic* matter only after

23 [REDACTED]

24 25. For this matter, [REDACTED]

25 [REDACTED]

26 [REDACTED]. The bills that Apple has paid, or approved for payment, cover services that the law
27 firms provided from August 2020 to October 31, 2023.

28 26. [REDACTED]

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 27. I understand that Apple seeks recovery of only the bills that it actually paid for work performed
 5 related to the domestic *Epic* litigation, inclusive of discounts if they were secured. Although Apple's
 6 in-house counsel also spent time on this case, Apple is not seeking recovery of any fees or costs
 7 associated with that time or expense, or any other time or expense incurred internally at Apple.

8 **II. CONFIRMING THE FEES AND COSTS PAID IN THIS MATTER**

9 28. For every litigation matter, [REDACTED]
 10 [REDACTED]
 11 [REDACTED] [REDACTED]
 12 [REDACTED]
 13 [REDACTED]

14 29. To confirm the accuracy of the fees and costs paid for the domestic *Epic* litigation, Apple's in-
 15 house and outside counsel engaged Cornerstone Research, and an economic and financial consulting
 16 firm. Apple's in-house counsel then sent all of the payment data associated with the *Epic* litigation
 17 [REDACTED] and the indemnification litigation [REDACTED] to Cornerstone, so that
 18 Cornerstone could review and determine the amount of Apple's expenditures that Apple seeks to recover
 19 as indemnification under the DPLA. I understand that Cornerstone analyzed the data, and worked with
 20 in-house and outside counsel to determine appropriate amount sought in the Motion.

21 30. As part of that process, Cornerstone and Apple's in house counsel worked with vendors to
 22 analyze the data and confirm the appropriate fees and costs to be sought. This included working with
 23 the vendors to understand and/or reconcile any discrepancy between the amount that Apple actually paid
 24 to vendors and each vendor's assessment of the work performed for the domestic *Epic* litigation. An
 25 example of such a discrepancy is a vendor that billed time to the domestic *Epic* litigation
 26 [REDACTED] for work it actually performed related to international *Epic* litigation. I understand
 27 that Cornerstone has provided adjusted totals for each vendor or matter.

28 31. I also understand that, for purposes of the indemnification request, the total amounts Apple

1 actually spent on the domestic *Epic* litigation have further reduced at the direction of outside counsel.

2 **III. APPLE'S PAYMENTS TO LAW FIRMS IN THIS MATTER**

3 32. In connection with its Motion, Apple seeks to recover legal fees and costs incurred in connection
4 with its services provided by eight law firms in this matter: Gibson, Dunn & Crutcher LLP; Latham &
5 Watkins LLP; McDermott Will & Emery; O'Melveny & Myers LLP; Orrick, Herrington & Sutcliffe
6 LLP; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and
7 Weil, Gotshal & Manges LLP.

8 33. I have reviewed data from Apple's billing and payment systems, and determined that Apple has
9 paid the Law Firms a total of [REDACTED]¹ for all invoices billed to the
10 domestic *Epic* litigation [REDACTED]. These total payments to law firms
11 include payments for work performed by Apple's vendors that was billed to and initially paid for by the
12 law firms themselves.²

13 a. Gibson, Dunn & Crutcher LLP: Apple has worked with Gibson Dunn on prior litigations.

14 Because Apple works with Gibson Dunn on multiple litigations and on a regular basis, [REDACTED]

15 [REDACTED]
16 [REDACTED], as described above. In total, Gibson
17 Dunn was paid [REDACTED] for the invoices on the domestic *Epic* litigation.

18 b. Latham & Watkins LLP: Apple has worked with Latham on prior matters. Because Apple
19 works with Latham on multiple matters and on a regular basis, [REDACTED]

20 [REDACTED]
21 [REDACTED], as described above. In total, Latham was paid [REDACTED] for the
22 invoices on the domestic *Epic* litigation.

23 c. McDermott Will & Emery: Apple has worked with McDermott on prior matters. Because
24 Apple works with McDermott on multiple matters and on a regular basis, [REDACTED]

25 [REDACTED]

27 ¹ The *Epic* litigation is ongoing, and Apple is continuing to incur fees and costs from law firms related
28 to this matter. I will supplement this declaration as necessary to reflect those additional payments.

² Some vendors billed to and were directly paid by Apple, as discussed below in Section IV.

1 [REDACTED], as described above. In total, McDermott was
 2 paid [REDACTED] for invoices on the domestic *Epic* litigation.

3 d. O'Melveny & Myers LLP: Apple has worked with O'Melveny on prior matters. Because
 4 Apple works with O'Melveny on multiple matters and on a regular basis, [REDACTED]

5 [REDACTED]
 6 [REDACTED], as described above. In total, O'Melveny was
 7 paid [REDACTED] for invoices on the domestic *Epic* litigation.

8 e. Orrick, Herrington & Sutcliffe LLP: Apple has worked with Orrick on prior matters.
 9 Because Apple works with Orrick on multiple matters and on a regular basis, [REDACTED]

10 [REDACTED]
 11 [REDACTED], as described above. In total, Orrick was paid
 12 [REDACTED] for invoices on the domestic *Epic* litigation.

13 f. Paul, Weiss, Rifkind, Wharton & Garrison LLP: Apple has worked with Paul Weiss on
 14 prior matters. Because Apple works with Paul Weiss on multiple matters and on a regular
 15 basis, [REDACTED]

16 [REDACTED], as described above. In total, Paul
 17 Weiss was paid [REDACTED] for invoices on the domestic *Epic* litigation.

18 g. Skadden, Arps, Slate, Meagher & Flom LLP: Apple has worked with Skadden on prior
 19 matters. Because Apple works with Skadden on multiple matters and on a regular basis,
 20 [REDACTED]

21 [REDACTED], as described above. In total, Skadden
 22 was paid [REDACTED] for invoices on the domestic *Epic* litigation.

23 h. Weil, Gotshal & Manges LLP: Apple has worked with Weil on prior litigations. Because
 24 Apple works with Weil on multiple litigations and on a regular basis, [REDACTED]

25 [REDACTED]
 26 [REDACTED], as described above. In total, Weil was paid
 27 [REDACTED] for invoices on the domestic *Epic* litigation.

1 **IV. APPLE'S PAYMENTS DIRECTLY TO VENDORS IN THIS MATTER**

2 34. In connection with its Motion, Apple seeks to recover fees and costs incurred in connection with
 3 professional and other services provided by other vendors to Apple throughout the domestic *Epic*
 4 litigation. This includes: eDiscovery vendors Consilio Holdings Inc. and Open Text Inc.; and expert
 5 witness vendors Compass Lexecon and Cornerstone Research. These vendors received direct payments
 6 from Apple for work performed on the domestic *Epic* litigation.

7 35. I have reviewed data from Apple's billing and payment systems, and determined that Apple has
 8 directly paid these vendors a total of [REDACTED] for invoices billed to the domestic *Epic* litigation
 9 [REDACTED].

10 a. Consilio Holdings Inc.: Apple has worked with Consilio on prior matters. Because Apple
 11 works with Consilio on multiple matters and on a regular basis, [REDACTED]

12 [REDACTED]
 13 [REDACTED], as described above. In total, Consilio was directly paid
 14 [REDACTED] for invoices on the domestic *Epic* litigation.

15 b. Open Text Inc.: Apple has worked with Open Text on prior matters. Because Apple
 16 works with Open Text on multiple matters and on a regular basis, [REDACTED]

17 [REDACTED]
 18 [REDACTED], as described above. In total, Open Text was directly
 19 paid [REDACTED] for invoices on the domestic *Epic* litigation.

20 c. Compass Lexecon: Apple has worked with Compass on prior matters. Because Apple
 21 works with Compass on multiple matters and on a regular basis, [REDACTED]

22 [REDACTED]
 23 [REDACTED], as described above. In total, Compass was directly paid
 24 [REDACTED] for invoices on the domestic *Epic* litigation.

25 d. Cornerstone Research: Apple has worked with Cornerstone on prior litigations. Because
 26 Apple works with Cornerstone on multiple litigations and on a regular basis, [REDACTED]

27 [REDACTED]
 28 [REDACTED], as described above. In total, Cornerstone was directly

1 paid [REDACTED] for the work performed on the *Epic* domestic litigation.

2 **V. SUMMARY OF AMOUNTS PAID DIRECTLY BY APPLE**

3 36. The Apple billing and payment systems reflect the total amounts actually paid to all vendors who
4 directly billed Apple in connection with the domestic *Epic* litigation [REDACTED]

5 [REDACTED]
6 37. Apple's systems reflect that the following amounts (detailed above) were actually paid to the
7 following vendors in connection with the domestic *Epic* litigation:

Vendor	Total Amount Paid
Gibson, Dunn & Crutcher LLP	[REDACTED]
Latham & Watkins LLP	[REDACTED]
McDermott Will & Emery	[REDACTED]
O'Melveny & Myers LLP	[REDACTED]
Orrick, Herrington & Sutcliffe LLP	[REDACTED]
Paul, Weiss, Rifkind, Wharton & Garrison LLP	[REDACTED]
Skadden, Arps, Slate, Meagher & Flom LLP	[REDACTED]
Weil, Gotshal & Manges LLP	[REDACTED]
Consilio Holdings Inc.	[REDACTED]
Open Text Inc.	[REDACTED]
Compass Lexecon	[REDACTED]
Cornerstone Research	[REDACTED]
Total:	\$82,971,401

23 38. These payments reflect "any and all claims, losses, liabilities, damages, taxes, expenses and costs,
24 including without limitation, attorneys' fees and court costs (collectively, 'Losses')"³ that were actually
25 paid by Apple in connection with the *Epic* litigation.

26 39. As noted above, I understand that certain reductions have been made to these amounts in

28 ³ PX-2619.40 (DPLA § 10).

1 connection with the pending Motion.

2 **VI. CONFIDENTIALITY OF BILLING PRACTICES, RATES CHARGED, AND**
3 **DETAILED TIME ENTRIES**

4 40. I have reviewed the Motion, the accompanying declarations of Carlyn Irwin and Richard M.
5 Pearl, and all associated exhibits.

6 41. Based on my review, I believe that these documents contain certain information that is
7 confidential, proprietary, and/or commercially sensitive, for both Apple and its vendors. These
8 documents contain, among other things, Apple's proprietary litigation handling processes and tools;
9 confidential, negotiated rates and write-offs requested from Apple's vendors; and Apple's non-public
10 financial information regarding costs expended in the *Epic* litigation. If this information were made
11 public, it would create a substantial risk of competitive, financial, or other injury to Apple and its
12 vendors, and to their relationships with other vendors and clients.

13 42. I understand that Apple has taken great lengths to shield this information to the extent possible—
14 even from counsel on the *Epic* litigation—including implementing various measures to restrict access to
15 that information. Given the sensitive nature of these records, they have been kept strictly confidential in
16 the ordinary course of business.

17
18 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.
19 Executed this 16th day of January 2024, in Cupertino, California.

20
21 Respectfully submitted,

22 By: /s/ Mark Rollins
23 MARK ROLLINS
24
25
26
27
28